

# **Exhibit 5**

## SUBLEASE AGREEMENT

This sublease agreement is made as of March 1, 2023 by and between Stout Risius Ross, LLC (“Stout”), a Michigan corporation, and ZAGG Inc (“Subtenant”).

Stout occupies space commonly known as 150 West Second Street, Suite 400, Royal Oak, MI 48067 (the “Premises”), comprising 25,980 rentable square feet. Stout leases this space from Etkin Acquisition RO, LLC, a Michigan corporation, under a lease agreement, which may be amended from time to time (the “Primary Lease”), dated March 28, 2017.

Stout now agrees to provide, and Subtenant agrees to sublease, a portion of the Premises under the following terms and conditions:

1. The effective date of this agreement and the commencement date of the sublease is April 1, 2023. No build out or any structural changes are permitted.
2. Subtenant will receive the following:
  - a. Stout will provide one office (the “Sublease Space”) to be selected by Stout in its reasonable discretion and may be subject to relocate as needed in Stout’s reasonable discretion.
  - b. The Sublease Space will be furnished with office furniture standard to the Premises.
  - c. Subtenant will have reasonable administrative support to assist with printing, copying/scanning, and faxing at no additional charge.
  - d. Subtenant will have limited use of Stout’s conference facilities, reserved through receptionist.
  - e. Stout will provide reasonable Internet resources to Subtenant in a manner mutually agreed upon by the parties. Subtenant agrees that any direct costs incurred by Stout to provide such resources will be reimbursed by Subtenant.
  - f. One parking space at the City owned parking structure in immediate proximity to the Building at the corner of 2<sup>nd</sup> Street and Center Street at a rate of \$50 per space a month.
3. In exchange for the forgoing, Subtenant agrees to compensate Stout as follows:
  - a. The monthly rental rate for the Sublease Space will be \$600, which is based on a monthly rental rate for one office and \$50 for one parking space. To the extent the Sublease Space is modified the monthly rental rate will be recalculated accordingly.
  - b. Subtenant will convey its monthly rent payment for the following month on or before the first day of each month, with a five (5) business day grace period. Interest charges of 12% per annum will apply on past due amounts.
4. Subtenant will maintain the Sublease Space in a manner that meets or exceeds office standards established by Stout. Any objects attached to the walls will be consistent with current décor and are subject to the prior consent of Stout.

5. Subtenant will not post any signage in the building or in the premises.
6. The term of this agreement is month-to-month, and can be terminated by either party for any reason with 30 days advance notice. Stout reserves the right to adjust the above monthly rental rate in its sole discretion with 60 days advance notice.
7. Stout does not assume any responsibility for securing or protecting any computers, documents, personal property, or other things owned by Subtenant or its employees and will not reimburse Subtenant in the event of theft, loss, or casualty.
8. Subtenant shall indemnify, defend and hold harmless Stout from any losses, costs, damages, actions, causes of actions, proceedings, liens, fines, penalties, expenses, and liabilities incurred in connection with any cause or occurrence in the Sublease Space or elsewhere in or about the Premises if arising from or related to Subtenant's use or occupancy of the Sublease Space.
9. Subtenant will not, through any acts or omissions, cause any breach of the terms of the Primary Lease applicable to Subtenant (e.g., Rules and Regulations) provided Stout has provided Subtenant with a copy of the Primary Lease then in effect, which may be redacted with respect to the financial terms.

This document constitutes the entire agreement between Stout and Subtenant and cannot be amended without the written consent of Stout.

Stout Risius Ross, LLC

Subtenant

By: \_\_\_\_\_

By: 

Name: Ryan D. Thies

Name: Daniel Allen

Title: CFO

Title: CEO